

ASSIGNMENT AND ASSUMPTION OF LOAN INTEREST

This **ASSIGNMENT AND ASSUMPTION OF LOAN INTEREST** (this "**Assignment**") is entered into by and among **U.S. REAL ESTATE CREDIT HOLDINGS III-A, LP**, an Irish limited partnership ("**Assignor**"), having an address at 11755 Wilshire Boulevard, Suite 1425, Los Angeles, CA 90025, and **U.S. REAL ESTATE CREDIT HOLDINGS III, LP**, an Irish limited partnership (together with its successors and permitted assigns, "**Assignee**"), having an address at 11755 Wilshire Boulevard, Suite 1425, Los Angeles, CA 90025.

Assignor hereby transfers, assigns and conveys to Assignee all of Assignor's rights, title, interests in, to and under the following (collectively, the "Collateral"): the commercial mortgage loan and/or mezzanine loan, the related note(s) and the related loan documents set forth on Schedule I attached hereto and incorporated herein by this reference, and all of Assignor's rights to principal, interest, fees, costs and expenses payable under any of the foregoing and all of Assignor's other rights and claims thereunder (including all rights in any receivership estate which exists in connection with the Collateral).

This Assignment may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this Assignment by signing any such counterpart.

Dated as of December 13, 2018


[NO FURTHER TEXT ON THIS PAGE]

EXHIBIT "6"

Assignor:

U.S. REAL ESTATE CREDIT HOLDINGS III-A, LP, an Irish limited partnership, acting by its General Partner, U.S. REAL ESTATE CREDIT HOLDINGS III-A GP LIMITED


By: Calmwater Asset Management, LLC,
a Delaware limited liability company,
its Investment Manager

By: 
Name: Dean Chang
Title: Authorized Signatory

Assignee:

**U.S. REAL ESTATE CREDIT HOLDINGS III,
LP**, an Irish limited partnership, acting by its
General Partner, U.S. REAL ESTATE CREDIT
HOLDINGS III GP LIMITED

By: Calmwater Asset Management, LLC,
a Delaware limited liability company,
its Investment Manager

By: 
Name: Dean Chang
Title: Authorized Signatory

SCHEDULE I

ASSIGNED DOCUMENTS

The following documents are dated as of September 21, 2018, unless otherwise indicated.

1. Loan Agreement by and among 900 CESAR CHAVEZ, LLC, 905 CESAR CHAVEZ, LLC, 5TH AND RED RIVER, LLC and 7400 SOUTH CONGRESS, LLC, each, a Delaware limited liability company (collectively, "Borrower"), and U.S. REAL ESTATE CREDIT HOLDINGS III-A, LP, an Irish limited partnership ("Lender") (the "Loan Agreement").
2. The Promissory Note, in the maximum principal amount of \$22,932,250.00, made by Borrower payable to the order of Lender.
3. The Deed of Trust, Security Agreement and Financing Statement, executed by Borrower, as Trustor, to the trustee named therein, for the benefit of Lender, e-recorded on September 25, 2018 in the Official Records of Travis County, Texas (the "Official Records") as Document No. 2018151772.
4. Uniform Commercial Code – National Financing Statement – Form UCC-1, showing Borrower, as debtor, and Lender, as secured party, filed on September 25, 2018 with the Secretary of State of the State of Delaware as Filing No. 20186624163.
5. Uniform Commercial Code – National Financing Statement – Form UCC-1, showing Borrower, as debtor, and Lender, as secured party, recorded September 25, 2018 in the Official Records as Document No. 2018151899.
6. Assignment of Leases and Rents, executed by Borrower, as assignor, for the benefit of Lender, as assignee, e-recorded on September 25, 2018 in the Official Records as Document No. 2018151773.
7. Notice of Final Agreement, executed by Lender and acknowledged by Borrower and Natin Paul ("Guarantor").
8. Indemnity and Guaranty Agreement, executed by Guarantor in favor of Lender.
9. Completion Guaranty, executed by Guarantor in favor of Lender.
10. Hazardous Substances Indemnity Agreement, executed by the Borrower and Guarantor in favor of Lender.
11. Collateral Assignment of Interest Rate Cap Agreement, executed by Borrower, as assignor, in favor of Lender, as assignee, and acknowledged by SMBC Capital Markets, Inc., as counterparty.
12. Undelivered Items Letter Agreement executed by Borrower in favor of Lender.

13. Any and all other documents defined as "Loan Documents" in the Loan Agreement.